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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 22-12926-mdc

Anita Butler Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Mar 27, 2023 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 29, 2023:

Recipi ID Recipient Name and Address

db + Anita Butler, 5237 Walton Street, Philadelphia, PA 19143-2607

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 29, 2023 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 27, 2023 at the address(es) listed below:

Name Email Address

BRAD J. SADEK

on behalf of Debtor Anita Butler brad@sadeklaw.com

brads a dek@gmail.com; sadek.bradj.r101013@notify.best case.com; documents@sadeklaw.com, documents@sadeklaw.com, documents@sadeklaw.com, documents.grads.g

BRIAN CRAIG NICHOLAS

 $on \ behalf \ of \ Creditor \ LAKEVIEW \ LOAN \ SERVICING \ LLC \ bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com$

DENISE ELIZABETH CARLON

on behalf of Creditor LAKEVIEW LOAN SERVICING LLC bkgroup@kmllawgroup.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

MICHAEL PATRICK FARRINGTON

on behalf of Creditor LAKEVIEW LOAN SERVICING LLC mfarrington@kmllawgroup.com

United States Trustee

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District/off: 0313-2 User: admin Page 2 of 2
Date Rcvd: Mar 27, 2023 Form ID: pdf900 Total Noticed: 1

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 6

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Anita Butler a/k/a Anita Singleton

Debtor(s)

CHAPTER 13

Lakeview Loan Servicing, LLC

Movant

VS.

NO. 22-12926 MDC

Anita Butler a/k/a Anita Singleton

Debtor(s)

Kenneth E. West

11 U.S.C. Section 362

<u>Trustee</u>

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of March 3, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$0.00**. Post-petition funds received after March 3, 2023 will be applied per the terms of this stipulation as outlined here, The arrearage which breaks down as follows;

Post-Petition Payments:

December 2022 through March 2023 at \$967.08/month

Suspense Balance:

(\$32.92)

Total Post-Petition Arrears

\$3,835.40

- 2. Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on April 2023 and continuing through September 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$967.08 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$639.23 for April 2023 through August 2023 and \$639.25 for September 2023 towards the arrearages on or before the last day of each month at the address below;

M&T Bank Attn: Payment Processing PO Box 1288 Buffalo, NY 14240-1288

- b). Maintenance of current monthly mortgage payments to the Movant thereafter.
- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

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9. The parties agree that a facsimile signature shall be considered an original

signature.

Date: March 14, 2023

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire Attorney for Movant

Date: 3/20/23

Brad J Sadek, Esquire
Attorney for Debtor(s)

No Objection ·

Date: March 23, 2023

/s/ LeeAne O. Huggins

Kenneth E. West, Esquire Chapter 13 Trustee

Approved by the Court this 24th day of March 2023. However, the court retains discretion regarding entry of any further order.

MAGDELINE D. COLEMAN CHIEF U.S. BANKRUPTCY JUDGE